

AUG 11 2021

CLERK OF THE SUPERIOR COURT

By PAM GREENE Deputy

Reuben Yeroushalmi (SBN 193981)
Tiffine E. Malamphy (SBN 312239)
Shannon E. Royster (SBN 314126)
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Attorneys for Plaintiff,
CONSUMER ADVOCACY GROUP, INC.

SUPERIOR COURT OF THE STATE OF CALIFORNIA

COUNTY OF ALAMEDA

CONSUMER ADVOCACY GROUP, INC.,
in the public interest,

Plaintiff,

v.

DICK'S SPORTING GOODS, INC., a
Delaware Corporation;
RIO BRANDS, INC. DBA ALL-LUMINUM
PRODUCTS, INC., a Pennsylvania
Corporation;
SHELTERLOGIC CORP., a Delaware
Corporation,
and DOES 1-10,

Defendants.

CASE NO. RG20058234

[Assigned for All Purposes to the Hon.
James Reilly, Dept. 25]

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~~[PROPOSED]~~ CONSENT JUDGMENT

Health & Safety Code § 25249.5 *et seq.*

FAC filed: July 7, 2020

Trial Date: April 4, 2022

1. INTRODUCTION

1.1 This Consent Judgment is entered into by and between Plaintiff, Consumer Advocacy Group, Inc. (referred to as "CAG") acting on behalf of itself and in the public interest, and Defendants Shelterlogic Corp. and Rio Brands, LLC (collectively "Defendant") with each a Party to the action and collectively referred to as "Parties."

1 **1.2 Defendant and Covered Products**

2 1.2.1 CAG alleges that Defendant is a Delaware corporation which employs ten or
3 more persons. For purposes of this Consent Judgment only, Defendant is deemed a person in the
4 course of doing business in California and subject to the provisions of the Safe Drinking Water
5 and Toxic Enforcement Act of 1986, California Health & Safety Code §§ 25249.6 et seq.
6 (“Proposition 65”).

7 1.2.2 CAG alleges that Defendant manufactures, sells, or distributes Personal Shade
8 products in California.

9 **1.3 Listed Chemicals**

10 1.3.1 Di (2-ethylhexyl) Phthalate (“DEHP”), also known as Diethyl Hexyl Phthalate
11 and Bis (2-ethylhexyl) Phthalate, has been listed by the State of California as a chemical known
12 to cause cancer and birth defects or other reproductive harm.

13 **1.4 Notices of Violation**

14 1.4.1 On or about September 5, 2019, CAG served a “60-Day Notice of Intent to Sue
15 for Violation of the Safe Drinking Water and Toxic Enforcement Act of 1986” (“September 5,
16 2019 Notice”) that provided the recipients with notice of alleged violations of Health & Safety
17 Code § 25249.6 for failing to warn individuals in California of exposures to DEHP contained in
18 certain Personal Shade products sold, manufactured, and/or distributed by Defendant in
19 California. No public enforcer has commenced or diligently prosecuted the allegations set forth
20 in the September 5, 2019 Notice.

21 1.4.2 On or about October 18, 2019, CAG served a “60-Day Notice of Intent to Sue for
22 Violation of the Safe Drinking Water and Toxic Enforcement Act of 1986” (“September 5, 2019
23 Notice”) that provided the Defendant with notice of alleged violations of Health & Safety Code
24 § 25249.6 for failing to warn individuals in California of exposures to DEHP contained in
25 certain Personal Shade products sold, manufactured, and/or distributed by Defendant in
26 California. No public enforcer has commenced or diligently prosecuted the allegations set forth
27 in the October 18, 2019 Notice.

1 1.4.3 On or about July 28, 2020, CAG served a "60-Day Notice of Intent to Sue for
2 Violation of the Safe Drinking Water and Toxic Enforcement Act of 1986" ("July 28, 2020
3 Notice") that provided the Defendant with notice of alleged violations of Health & Safety Code
4 § 25249.6 for failing to warn individuals in California of exposures to DEHP contained in
5 certain Personal Shade products sold, manufactured, and/or distributed by Defendant in
6 California. No public enforcer has commenced or diligently prosecuted the allegations set forth
7 in the July 28, 2020 Notice.

8 **1.5 Complaint**

9 1.5.1 On March 11, 2020 CAG filed a Complaint for civil penalties and injunctive relief
10 in Alameda County Superior Court, Case No. RG20058234, against Defendant. The Complaint
11 alleges that Defendant violated Proposition 65 for allegedly failing to give clear and reasonable
12 warnings of alleged exposure to DEHP in certain Personal Shade products that Defendant
13 distributed, manufactured, and/or sold in California.

14 1.5.2 On July 7, 2020 CAG filed a First Amended Complaint for Case No.
15 RG20058234 which alleges that Defendant violated Proposition 65 for allegedly failing to give
16 clear and reasonable warnings of alleged exposure to DEHP in certain Personal Shade products
17 that Defendant distributed, manufactured, and/or sold in California.

18 **1.6 Consent to Jurisdiction**

19 For purposes of this Consent Judgment only, the Parties stipulate that this Court has
20 jurisdiction over the allegations of violations contained in the Complaint, personal jurisdiction
21 over Defendant as to the acts alleged in the Complaint, that venue is proper in the County of
22 Alameda, and that this Court has jurisdiction to enter this Consent Judgment as a full settlement
23 and resolution of the allegations against Defendant contained in the Complaints, and of all claims
24 which were or could have been raised by any person or entity based in whole or in part, directly
25 or indirectly, on the facts alleged therein or arising therefrom or related thereto.

26 **1.7 No Admission**

27 This Consent Judgment resolves claims that are denied and disputed. The Parties enter into
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1 this Consent Judgment pursuant to a full and final settlement of any and all claims between the
2 Parties for the purpose of avoiding prolonged litigation. Nothing in this Consent Judgment shall
3 be construed as an admission by the Parties of any material allegation in the Notice or the
4 Complaint, or of any fact, conclusion of law, issue of law or violation of law of any kind, including
5 without limitation, any admission concerning any alleged or actual violation of Proposition 65 or
6 any other statutory, regulatory, common law, or equitable doctrine, including but not limited to the
7 meaning of the terms "knowingly and intentionally expose" or "clear and reasonable warning" as
8 used in Health and Safety Code section 25249.6. Nothing in this Consent Judgment, nor
9 compliance with its terms, shall constitute or be construed as an admission by the Parties of any
10 fact, conclusion of law, issue of law, or violation of law, or of fault, wrongdoing, or liability by
11 Defendant, its officers, directors, employees, or parent, subsidiary or affiliated corporations, or be
12 offered or admitted as evidence in any administrative or judicial proceeding or litigation in any
13 court, agency, or forum. Furthermore, nothing in this Consent Judgment shall prejudice, waive or
14 impair any right, remedy, argument, or defense the Parties may have in any other or future legal
15 proceeding, except as expressly provided in this Consent Judgment.

16 2. DEFINITIONS

17 2.1 "Covered Products" means Personal Chair Shade Accessory with Plastic
18 Components, including but not limited to : "MyCanopy;" "Personal Shade;" "USA
19 Pat.D725,424;" "CAN-DKS;" "0 80958 36173 6", sold by or supplied by Defendant.

20 2.2 "Effective Date" means the date that this Consent Judgment is approved by the
21 Court.

22 2.3 "DEHP" means Di (2-ethylhexyl) Phthalate, also known as Diethyl Hexyl
23 Phthalate and Bis (2-ethylhexyl) Phthalate

24 2.4 "Listed Chemical" means DEHP.

25 2.5 "Notices" means the September 5, 2019, October 18, 2019, and July 28, 2020
26 notices.

1 **3. INJUNCTIVE RELIEF/REFORMULATION**

2 3.1 After the Effective Date, Defendant shall not directly sell, offer for sale, or ship
3 for sale in California any Covered Products unless the level of DEHP in the Covered Products
4 does not exceed more than 0.1% (1,000 parts per million) by weight unless the Covered Products
5 are in existing inventory as of the Effective Date and sold with a warning pursuant to Section

6 3.2. .

7 3.2 For any Covered Products still existing in Defendant's inventory as of the Effective
8 Date that do not meet the reformulation levels in Section 3.1 and that are sold in California,
9 Defendant shall place a Proposition 65 compliant warning on them. Any warning provided
10 pursuant to this section shall be affixed to the packaging of, or directly on, the Covered Products,
11 and be prominently placed with such conspicuousness as compared with other words, statements,
12 designs, or devices as to render it likely to be read and understood by an ordinary individual
13 under customary conditions before purchase or use. The equilateral triangle pictogram shall be
14 in yellow with a black exclamation mark; provided however, the pictogram may be in white
15 instead of yellow if the Covered Product label does not contain the color yellow. The warning
16 shall state:

17 ⚠ **WARNING:** This product can expose you to chemicals including DEHP, which is
18 known to the State of California to cause cancer and birth defects or other reproductive
19 harm. For more information go to www.P65Warnings.ca.gov

20 or

21 ⚠ **WARNING:** Cancer and reproductive harm – for more information, visit
22 www.P65Warnings.ca.gov

23 or

24 ⚠ **WARNING:** Cancer and Reproductive Harm - www.P65Warnings.ca.gov

25
26 **4. SETTLEMENT PAYMENT**

27 4.1 **Payment and Due Date:** Within ten (10) days of the Effective Date, Defendant
28 shall pay a total of one hundred and fifty thousand dollars (\$150,000) in full and complete

1 settlement of any and all claims for civil penalties, damages, attorney's fees, expert fees or any
2 other claim for costs, expenses or monetary relief of any kind for claims that were or could have
3 been asserted in the Notice or Complaint, as follows:

4 **4.1.1 Civil Penalty:** Defendant shall issue two separate checks totaling thirty-four
5 thousand three hundred dollars (\$34,300) as follows for alleged civil penalties pursuant to Health
6 & Safety Code § 25249.12:

7 (a) Defendant will issue one check made payable to the State of California's Office of
8 Environmental Health Hazard Assessment ("OEHHA") in the amount of twenty-five thousand
9 seven hundred and twenty-five dollars (\$25,725) representing 75% of the total civil penalty and
10 Defendant will issue a second check to CAG in the amount of eight thousand five hundred and
11 seventy-five dollars (\$8,575) representing 25% of the total civil penalty;

12 (b) Separate 1099s shall be issued for each of the above payments: Defendant will issue a
13 1099 to OEHHA, P.O. Box 4010, Sacramento, CA 95184 (EIN: 68-0284486) in the amount of
14 \$25,725. Defendant will also issue a 1099 to CAG in the amount of \$8,575 and deliver it to CAG
15 c/o Yeroushalmi & Yeroushalmi, 9100 Wilshire Boulevard, Suite 240W, Beverly Hills,
16 California 90212.

17 **4.1.2 Additional Settlement Payments:** Defendant shall issue one check for twenty-five
18 thousand seven hundred dollars (\$25,700) to "Consumer Advocacy Group, Inc." pursuant to
19 Health & Safety Code § 25249.7(b) and California Code of Regulations, Title 11 § 3203(d). CAG
20 will use this portion of the Total Settlement Payment as follows, eighty five percent (85%) for fees
21 of investigation, purchasing and testing for the Proposition 65 Listed Chemical in various
22 products, and for expert fees for evaluating exposures through various mediums, including but not
23 limited to consumer product, occupational, and environmental exposures to the Proposition 65
24 Listed Chemical, and the cost of hiring consulting and retaining experts who assist with the
25 extensive scientific analysis necessary for those files in litigation and to offset the costs of future
26 litigation enforcing Proposition 65 but excluding attorney fees; fifteen percent (15%) for
27 administrative costs incurred during investigation and litigation to reduce the public's exposure to
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1 the Proposition 65 Listed Chemical by notifying those persons and/or entities believed to be
2 responsible for such exposures and attempting to persuade those persons and/or entities to
3 reformulate their products or the source of exposure to completely eliminate or lower the level of
4 the Proposition 65 Listed Chemical including but not limited to costs of documentation and
5 tracking of products investigated, storage of products, website enhancement and maintenance,
6 computer and software maintenance, investigative equipment, CAG's member's time for work
7 done on investigations, office supplies, mailing supplies and postage Within 30 days of a request
8 from the Attorney General, CAG shall provide to the Attorney General copies of documentation
9 demonstrating how the above funds have been spent. CAG shall be solely responsible for ensuring
10 the proper expenditure of such additional settlement payment.

11 **4.1.3 Reimbursement of Attorney Fees and Costs:** Defendant shall issue a check in
12 the amount of ninety thousand dollars (\$90,000) payable to "Yeroushalmi & Yeroushalmi" as
13 complete reimbursement for any and all reasonable investigation fees and costs, attorneys' fees,
14 expert fees, and any and all other costs and expenses incurred as a result of investigating,
15 bringing this matter to the Defendant's attention, litigating, negotiating a settlement in the public
16 interest, and seeking and obtaining court approval of this Consent Judgment.

17 **4.2** Other than the payment to OEHHA described above, all payments referenced in
18 paragraphs 4.1.1, 4.1.2, and 4.1.3 above, shall be delivered to: Reuben Yeroushalmi,
19 Yeroushalmi & Yeroushalmi, 9100 Wilshire Blvd., Suite 240W, Beverly Hills, CA 90212. The
20 payment to OEHHA shall be delivered directly to Office of Environmental Health Hazard
21 Assessment, Attn: Mike Gyurics, 1001 I Street, Mail Stop 12-B, Sacramento, California 95812.
22 Defendant shall provide written confirmation to CAG concurrently with payment to OEHHA.

23 **5. MATTERS COVERED BY THIS CONSENT JUDGMENT**

24 **5.1** This Consent Judgment is a full, final, and binding resolution between CAG, on
25 behalf of itself and in the public interest, and Defendant and their owners, officers, directors,
26 insurers, employees, parents, shareholders, divisions, subdivisions, subsidiaries, partners,
27 affiliates, sister companies, predecessors, and their successors and assigns ("Defendant
28

1 Releasees”), and all entities to whom Defendant directly or indirectly distribute or sell Covered
2 Products, including, but not limited to, Dick’s Sporting Goods, Inc. and all other downstream
3 distributors, downstream wholesalers, customers, retailers, marketplace hosts, franchisees,
4 cooperative members, licensees, and the successors and assigns of any of them, who may use,
5 maintain, distribute or sell Covered Products (“Downstream Defendant Releasees”), of all claims
6 for alleged or actual violations of Proposition 65 for alleged exposures to the Listed Chemical
7 from the Covered Products manufactured, distributed or sold by Defendant up through the
8 Effective Date as set forth in the Notices and Complaint. Defendant and Defendant Releasees’
9 compliance with this Consent Judgment shall constitute compliance with Proposition 65 with
10 respect to alleged exposures to the Listed Chemical from the Covered Products sold by
11 Defendant Releasees or Downstream Defendant Releasees after the Effective Date. Nothing in
12 this Section affects CAG’s right to commence or prosecute an action under Proposition 65
13 against any person other than Defendant, Defendant Releasees, or Downstream Defendant
14 Releasees. Defendant, Defendant Releasees and Downstream Defendant Releasees are
15 collectively defined as the “Released Parties.”

16 5.2 CAG on behalf of itself, its past and current agents, representatives, attorneys,
17 successors, and/or assignees, hereby waives all rights to institute or participate in, directly or
18 indirectly, any form of legal action and releases all claims, including, without limitation, all
19 actions, and causes of action, in law or in equity, suits, liabilities, demands, obligations,
20 damages, costs, fines, penalties, losses, or expenses (including, but not limited to, investigation
21 fees, expert fees, and attorneys’ fees) of any nature whatsoever, whether known or unknown,
22 fixed or contingent (collectively “Claims”), against the Released Parties arising from any actual
23 or alleged violation of Proposition 65 or any other statutory or common law claim regarding the
24 Covered Products manufactured, distributed or sold by the Released Parties through the Effective
25 Date regarding any actual or alleged failure to warn about exposure to the Listed Chemical from
26 the Covered Products. In furtherance of the foregoing, CAG on behalf of itself only, hereby
27 waives any and all rights and benefits which it now has, or in the future may have, conferred
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1 upon it with respect to Claims regarding the Covered Products manufactured, distributed or sold
2 by the Released Parties through the Effective Date arising from any violation of Proposition 65
3 or any other statutory or common law regarding the failure to warn about exposure to the Listed
4 Chemical from the Covered Products by virtue of the provisions of section 1542 of the California
5 Civil Code, which provides as follows:

6 A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS THAT THE
7 CREDITOR OR RELEASING PARTY DOES NOT KNOW OR SUSPECT TO
8 EXIST IN HIS OR HER FAVOR AT THE TIME OF EXECUTING THE
9 RELEASE, AND THAT, IF KNOWN BY HIM OR HER, WOULD HAVE
10 MATERIALLY AFFECTED HIS OR HER SETTLEMENT WITH THE
11 DEBTOR OR RELEASED PARTY.

12 CAG understands and acknowledges that the significance and consequence of this waiver of
13 California Civil Code section 1542 is that even if CAG suffers future damages arising out of or
14 resulting from, or related directly or indirectly to, in whole or in part, Claims arising from any
15 violation of Proposition 65 or any other statutory or common law regarding the Covered
16 Products manufactured, distributed or sold by the Released Parties through the Effective Date
17 regarding the failure to warn about actual or alleged exposure to the Listed Chemical from the
18 Covered Products, CAG will not be able to make any claim for those damages, penalties or other
19 relief against the Released Parties. Furthermore, CAG acknowledges that it intends these
20 consequences for any such Claims arising from any violation of Proposition 65 or any other
21 statutory or common law regarding the failure to warn about exposure to the Listed Chemical
22 from the Covered Products as may exist as of the date of this release but which CAG does not
23 know exist, and which, if known, would materially affect their decision to enter into this Consent
24 Judgment, regardless of whether their lack of knowledge is the result of ignorance, oversight,
25 error, negligence, or any other cause.

26 5.3 Upon Court approval of this Consent Judgment and Defendant's compliance with
27 its payment obligations outlined in Section 4, CAG shall promptly file a request for dismissal
28 without prejudice in this action against the other defendants, including Dick's Sporting Goods,
Inc., Rio Brands, Inc. dba All-Luminum Products, Inc.

1 **6. ENTRY OF CONSENT JUDGMENT**

2 6.1 CAG shall file a motion seeking approval of this Consent Judgment pursuant to
3 California Health & Safety Code § 25249.7(f). The Parties agree to act in good faith to obtain
4 Court approval of the Consent Judgment. Upon entry of the Consent Judgment, CAG and
5 Defendant waive their respective rights to a hearing and trial on the allegations in the Notices
6 and Complaint.

7 6.2 If this Consent Judgment is not approved in full by the Court: (a) this Consent
8 Judgment and any and all prior agreements between the Parties merged herein shall terminate
9 and become null and void, and the actions shall revert to the status that existed prior to the
10 execution date of this Consent Judgment; (b) no term of this Consent Judgment or any draft
11 thereof, or of the negotiation, documentation, or other part or aspect of the Parties' settlement
12 discussions, shall have any effect, nor shall any such matter be admissible in evidence for any
13 purpose in this Action, or in any other proceeding; and (c) the Parties agree to meet and confer to
14 determine whether to modify the terms of the Consent Judgment and to resubmit it for approval.

15 **7. MODIFICATION OF JUDGMENT**

16 7.1 This Consent Judgment may be modified only upon written agreement of the
17 Parties and upon entry of a modified Consent Judgment by the Court thereon, or upon motion of
18 any Party as provided by law and upon entry of a modified Consent Judgment by the Court.

19 7.2 Any Party seeking to modify this Consent Judgment shall attempt in good faith to
20 meet and confer with the other Party prior to filing a motion to modify the Consent Judgment.

21 **8. RETENTION OF JURISDICTION**

22 8.1 This Court shall retain jurisdiction of this matter to implement and enforce the
23 terms of this Consent Judgment under Code of Civil Procedure section 664.6.

24 8.2 In any proceeding brought by either Party to enforce this Consent Judgment, the
25 prevailing party shall be entitled to recover its reasonable attorney's fees and costs.
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1 **9. SERVICE ON THE ATTORNEY GENERAL**

2 9.1 CAG shall serve a copy of this Consent Judgment, signed by both parties, on the
3 California Attorney General so that the Attorney General may review this Consent Judgment
4 prior to its submittal to the Court for approval. No sooner than forty-five (45) days after the
5 Attorney General has received the aforementioned copy of this Consent Judgment, CAG may
6 then submit it to the Court for approval.

7 **10. ENTIRE AGREEMENT**

8 10.1 This Consent Judgment contains the sole and entire agreement and understanding
9 of the Parties with respect to the entire subject matter hereof and any and all prior discussions,
10 negotiations, commitments and understandings related hereto. No representations, oral or
11 otherwise, express or implied, other than those contained herein have been made by any party
12 hereto. No other agreements not specifically referred to herein, oral or otherwise, shall be
13 deemed to exist or to bind any of the Parties.

14 **11. ATTORNEY FEES**

15 11.1 Except as specifically provided in Sections 4.1.3 and 8.2, each Party shall bear its
16 own attorneys' fees and costs in connection with the claims resolved in this Consent Judgment.

17 **12. GOVERNING LAW**

18 12.1 The validity, construction, terms, and performance of this Consent Judgment shall
19 be governed by the laws of the State of California, without reference to any conflicts of law
20 provisions of California law.

21 12.2 In the event that Proposition 65 is repealed, preempted, or is otherwise rendered
22 inapplicable by reason of law generally, or if any of the provisions of this Consent Judgment are
23 rendered inapplicable or are no longer required as a result of any such repeal or preemption, or
24 rendered inapplicable by reason of law generally as to the Covered Products, then Defendant
25 may provide written notice to CAG of any asserted change in the law, and shall have no further
26 obligations pursuant to this Consent Judgment with respect to, and to the extent that, the Covered
27 Products are so affected. Nothing in this Consent Judgment shall be interpreted to relieve
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1 Defendant from any obligation to comply with any other pertinent state or federal law or
2 regulation.

3 12.3 The Parties, including their counsel, have participated in the preparation of this
4 Consent Judgment and this Consent Judgment is the result of the joint efforts of the Parties. This
5 Consent Judgment was subject to revision and modification by the Parties and has been accepted
6 and approved as to its final form by all Parties and their counsel. Accordingly, any uncertainty
7 or ambiguity existing in this Consent Judgment shall not be interpreted against any Party as a
8 result of the manner of the preparation of this Consent Judgment. Each Party to this Consent
9 Judgment agrees that any statute or rule of construction providing that ambiguities are to be
10 resolved against the drafting Party should not be employed in the interpretation of this Consent
11 Judgment and, in this regard, the Parties hereby waive California Civil Code section 1654.

12 **13. EXECUTION AND COUNTERPARTS**

13 13.1 This Consent Judgment may be executed in counterparts and by means of
14 facsimile or portable document format (pdf), which taken together shall be deemed to constitute
15 one document and have the same force and effect as original signatures.

16 **14. NOTICES**

17 14.1 Any notices under this Consent Judgment shall be by delivery of First-Class Mail.
18 If to CAG:

19 Reuben Yeroushalmi, Esq.
20 Yeroushalmi & Yeroushalmi
21 9100 Wilshire Boulevard, Suite 240W
22 Beverly Hills, CA 90212

23 If to Defendants SHELTERLOGIC CORP. and RIO BRANDS, LLC:

24 Stacy E. Don
25 LAW OFFICE OF STACY E. DON
26 2998 Douglas Blvd., Suite 375
27 Roseville, CA 95661
28

15. AUTHORITY TO STIPULATE

15.1 Each signatory to this Consent Judgment certifies that he or she is fully authorized by the Party he or she represents to enter into this Consent Judgment and to execute it on behalf of the Party represented and legally to bind that party.

AGREED TO:

AGREED TO:

Date: May 25, 2021

Date: MAY 25, 2021

Michael Marcus

James P. Hammond

Name: Michael Marcus

Name: JAMES P. HAMMOND

Title: Director

Title: CEO

CONSUMER ADVOCACY GROUP, INC.

SHELTERLOGIC CORP.

AGREED TO:

Date: MAY 25, 2021

James P. Hammond

Name: JAMES P. HAMMOND

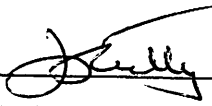
Title: CEO

RIO BRANDS, LLC

1 **IT IS SO ORDERED.**

2
3 Date:

8/11/21

4 
JUDGE OF THE SUPERIOR COURT

CLERK'S CERTIFICATE OF SERVICE BY MAIL
CCP 1013a(3)

CASE NAME: Consumer Advocacy Group, Inc. vs Dick's Sporting Goods, Inc.
ACTION NO.: RG20058234

I certify that, I am not a party to the within action. I served the foregoing **CONSENT JUDGMENT** by depositing a true copy thereof in the United States mail in Oakland, California in a sealed envelope with postage fully prepaid thereon addressed to:

Yeroushalmi & Associates
Attn: Yeroushalmi, Reuben
9100 Wilshire Boulevard
Suite 240W
Beverly Hills, CA 90212

Law Office of Stacy E. Don
Attn: Don, Stacy E.
2998 Douglas Blvd.
Suite 375
Roseville, CA 95661

I declare under penalty of perjury that the following is true and correct.

Executed on August 12, 2021 at Oakland, California

Chad Finke,
Executive Officer/Clerk

by Pamela Greene
Deputy Clerk